

Cedar Rapids Airport Comm'n    Teamsters #238 (Blue Collar)    7/1/2006    6/30/2007

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

**Bargaining Agreement**  
**between**  
**Cedar Rapids Airport Commission**  
**and**  
**Chauffeurs, Teamsters and Helpers**  
**Local Union No. 238,**  
**Affiliated with the International**  
**Brotherhood of Teamsters**

**July 1, 2006 – June 30, 2007**

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## ***Agreement***

AGREEMENT entered into by the CEDAR RAPIDS AIRPORT COMMISSION (*Employer*) and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (*Union*); for the purpose of promoting harmonious relations between the Employer, its Bargaining Unit Employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences between the parties; and establishing wages, hours and the terms and conditions of employment specified as negotiable items under Section 9, Scope of Negotiations of the Iowa Public Employment Relations Act.

### ***Article 1 – Recognition***

1. The Employer recognizes the Union as the exclusive Bargaining Representative for its Bargaining Unit Employees as set forth in Iowa Public Employment Relations Board, Case No. 1447, namely: All Terminal Repair Workers I, II, and III; Terminal Maintenance Workers I, II, III; Field Maintenance Workers I, II, and III; Groundskeeper I and II; and Electrician, but excluding all persons excluded by Section 4 of the Act and all other Airport Employees.
2. The Union, the Employer and the Employees all recognize their mutual responsibility to cooperate to assure maximum service to the public.

### ***Article 2 – Contract Terms***

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

*Act:* The Iowa Public Employment Relations Act.

*Anniversary Date:* The anniversary of the calendar date of the Employee's last date of hire by the Employer.

*Bargaining Unit:* Employees within the Bargaining Unit recognized by the Employer and defined in Article 1, Recognition, paragraph 1 hereof.

*Commission:* The members of the Cedar Rapids Airport Commission.

*Employee:* Any person within the Bargaining Unit employed by the Employer on a continuing regular full-time basis (*i.e., working forty (40) hours or more per week*).

*Part-time Employee:* Any person within the Bargaining Unit employed by the Employer on a continuing regular part-time basis, (*i.e., working less than forty (40) hours per week, anticipated by the Employer to extend for a period of six (6) months or more*). Part-time Employees are entitled to benefits on a pro-rata basis according to hours regularly worked on a weekly basis and their seniority shall be separate from that of full-time Employees. Part-time Employees will supplement, but not replace full-time Employees.

*Temporary Employee:* Any person within the Bargaining Unit employed by the Employer on a full-time or part-time basis anticipated by the Employer to extend for a period of less than six (6) months. A temporary Employee shall not be entitled to any contract benefits, shall not accrue any seniority, and shall not permanently replace a regular full-time Employee.

*Employer:* Cedar Rapids Airport Commission, acting through its Airport Director, Director of Finance and Administration, Director of Operations, Terminal Maintenance Supervisor, and Field Maintenance Supervisor or other Airport personnel designated by the Commission to act on its behalf.

*Gender:* Employees may occasionally be referred to as "he" or "his" in this Agreement. Such designation is for convenience only as all references to Employees are intended to apply to Employees of both genders.

*Immediate Family:* The Employee's spouse, father, mother, children, brother, sister, grandparent, mother and father-in-law, brother and sister-in-law, grandchildren, stepfather, stepmother, stepsister, stepbrother, or stepchildren.

*PERB:* The Iowa Public Employment Relations Board.

### ***Article 3 – Rights of Employer***

The Employer retains all rights except to the extent specifically provided to the contrary in this Agreement or as may be otherwise specifically modified by law (Chapter 20, Code of Iowa).

### ***Article 4 – Union Stewards and Representatives***

1. There shall be two (2) Union Stewards selected from the Employee's seniority list to service this Agreement, one (1) for the Terminal Building and one (1) for Field Maintenance. Alternate Stewards may be selected to serve in the absence of regular Stewards. The Union shall, at all times, keep the Employer advised, in writing, as to the identity of the Stewards and their alternates.
2. Authorized Union representatives may visit the Employer's premises for the purpose of conferring with representatives of the Employer. If such Union representative wishes to confer with a Union Steward or Employee, he must first notify the Airport Director, or his designee, and obtain his approval. The parties will cooperate in the foregoing and approval will not be withheld without good cause.
3. The authority of Stewards is limited to the investigation and presentation of grievances and the transmission of written information or oral information of a routine nature. They have no authority to order, recommend or engage in work stoppages or slowdowns.
4. The Employer recognizes the above limitations upon the authority of Stewards and their alternates and shall not hold the Union liable for any unauthorized acts if the Union shall promptly declare, by letter, to the Employer that such action is unauthorized. The Employer in so recognizing such limitations shall have the authority to impose appropriate discipline in the event of unauthorized strike action, slowdown, group absenteeism, or work stoppage in violation of this Agreement.
5. The Union, where an unauthorized strike action, slowdown, group absenteeism, or work stoppage in violation of this Agreement or the Iowa statute has occurred, shall promptly order the Employees to return to work in addition to furnishing a letter as stated in paragraph 4 above.
6. Any Union business which, of necessity, must be performed during regular working hours shall be permitted only after advance approval has been obtained from the Airport Director

or his designee, and shall be accomplished in such a manner as to avoid interference with operations and/or the performance of any Employee's job duties. No Employee shall leave his job assignment or cause another Employee to leave his job assignment without the prior approval of the Airport Director or his designee.

#### *Article 5 – Hours of Work and Overtime*

1. The Employer shall establish and post uniform hours of work within work groups and shifts as determined by it to best meet the needs of the Airport. Except in emergency situations, two (2) weeks notice will be given to affected Employees of a change in the schedule of hours to be worked. Employees in the same job classification may exchange work shifts with the Employer's consent. Such requests must be made one (1) week in advance and limited to not more than a two-day exchange.
2. Between November 1<sup>st</sup> and November 14<sup>th</sup> of each year, each Employee working a continuous shift shall designate, in writing, his order of preference for the assignment of shift. Such shift preferences shall be honored according to seniority in filling the job classifications on each shift. The Employer shall post the new shift assignments to be effective January 1. A preference for assignment of shift will also be solicited upon completion of new hires "probationary period."
3. The work week commences Friday at midnight and ends the following Friday at midnight.
4. All Employees will work an eight (8) hour day with thirty (30) minutes paid lunch break.
5. Terminal Maintenance Workers may be allowed two (2) fifteen minute rest periods each day. One (1) period before and one (1) period after lunch break. The periods will be scheduled by the Employer whenever feasible during the middle of the half shift and will be designed to minimize disruption of work. All other Teamster employees may be allowed one (1) thirty (30) minute paid rest period before the paid lunch break.
6. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week or the number of days of work per week. However, the normal work day of eight (8) hours and week of forty (40) hours will generally be followed except when budgeting limitations or operational requirements would, at the discretion of the Employer, require otherwise.
7. Nothing herein shall be construed as a limitation of the Employer's right to require overtime work. The Employer will attempt to provide one (1) day advance notice of overtime. In the event of emergency overtime, the Employer will provide as much advance notice as is reasonably possible.
8. A. Non-continuous Shifts: Overtime will be assigned to the Employee or Employees regularly performing the work during the regular shift. In the event such Employee or Employees are unable to work the overtime, it will be assigned on a rotating basis to the qualified Employee or qualified Employees who have signed up on the overtime list for the job classification in which the overtime is to be worked. In the event such Employee or Employees are unable to work the overtime, it will be assigned by the Employer to the least senior Employee it considers having the ability to perform the overtime work required.
- B. Continuous Shifts:
  1. Overtime shall be offered first to employees on adjoining shifts starting with the most senior employee on a rotating basis.

- II. If the employee on adjoining shifts decline the overtime opportunity, the employer shall offer the overtime to off-duty employees starting with the most senior employee on a rotating basis.
  - III. In the event that no off-duty employees are available, the least senior scheduled employee on each adjoining shift will be required to fill the shift period equally.
  - C. An Employee will have five (5) minutes to respond to a message left for overtime. A non-response will be considered a turndown.
- 9. One and one-half (1½) hour compensatory time off or time and one-half (1/2) an Employee's regular straight time hourly rate will be paid for each hour worked in excess of forty (40) hours in any one (1) week. Authorized paid leave hours will be considered as hours worked in computing hours worked in a work week. Daily work schedules will not be juggled for the purpose of avoiding payment of weekly overtime.
  - 10. An Employee called in to work after completing a regular shift, if called back to work shall be paid a minimum of three (3) hours at the appropriate rate of pay.
  - 11. All Employees are required to either sign a daily time sheet or punch the time clock. The foregoing also applies to overtime work.
  - 12. No Employee shall perform work of any kind of an overtime basis without the prior approval of his supervisor.
  - 13. The Employee's employment with the Employer is his primary job responsibility. Therefore, no Employee will engage in outside employment which will interfere with his job performance or reasonable availability for overtime work. Field Maintenance workers recognize the critical nature of the "snow season" to the Airport facility and will make reasonable effort to be available for call-in during this period. Employees must promptly notify the Employer, in writing, of any regular outside employment.
  - 14. In the event the Employer requires in-service training of Employees, such training will be considered as work time and the Employees paid accordingly.
  - 15. Compensatory time off for overtime or holiday hours worked will be arranged to the mutual satisfaction of the Employee and the Airport Director or his designee.
  - 16. Compensatory time off may be accumulated. However, commencing November 1, 1981, and each November 1 thereafter, all accumulated compensatory time off hours in excess of one hundred forty-five (145) will be paid to the individual Employees thereby annually reducing the maximum accumulated "carry-over" compensatory time off hours per Employee to one hundred forty-five (145) hours. In the event of an Employee's death, the accumulated compensatory time off will be paid to the Employee's spouse or estate.

#### *Article 6 – Seniority*

- 1. Seniority is the length of an Employee's continuous service with the Employer since the Employee's last date of hire as an Employee or part-time Employee within the Bargaining Unit.
- 2. A new Employee shall be on probation and have no seniority rights or recourse to the grievance procedure (except as to hourly rate of pay, holiday pay, overtime pay, leave pay and group insurance eligibility) for a period of six (6) months from the date he commences work and, if retained, his seniority shall be calculated from hire date.

3. The Union shall have no jurisdiction over new hire probationary Employees except as to the processing of grievances as provided in paragraph 2 above. The foregoing in no way limits or restricts Union membership by such Employees.
4. The Employer will post on the bulletin board (copy to the Union) the seniority lists for Employees and part-time Employees within the Bargaining Unit. Such list shall be reviewed and updated each six (6) months. Corrections may be made at any time and shall be effective as of the date first brought to the attention of the Airport Director or the Director of Operations.
5. An Employee shall lose his seniority rights and his employment automatically terminated if he: (a) quits or retires; (b) is discharged for proper cause; (c) engages in other work (without the Employer's prior knowledge and approval) while on leave of absence or misrepresents the reason for obtaining leave of absence; (d) is absent for three (3) consecutive work days without notice to the Employer unless evidence satisfactory to the Employer is presented clearly establishing that the Employee was physically unable to give such notice; (e) fails to report ready for work at the end of the leave of absence; (f) fails to report ready to work within ten (10) calendar days after having been notified to return to work following layoff; (g) is laid off out the door for a period exceeding twenty-four (24) continuous months.
6. An Employee promoted or transferred from the Bargaining Unit shall continue to accrue seniority for a period of twelve (12) calendar months after which he will lose all such seniority. In the event he returns to the Bargaining Unit within the twelve (12) month period, he shall do so on the same basis as a recall from layoff.

#### ***Article 7 – Bidding Rights***

1. New jobs created and true vacancies in existing job classifications will be posted within seven (7) calendar days from the date of such vacancy. The job will remain posted for seven (7) calendar days, excluding the day of posting, during which time Employees may make written application. The Employer will award the job to the bidder with the greatest seniority provided he has the necessary qualifications to enter the classification, has taken advantage of opportunities for "on-the-job" experience and is the most qualified bidder to perform the duties and skills of the job description. In considering the seniority of the bidders, the Employer will give priority to bidders within the different work groups (Terminal Maintenance, Field Maintenance and Terminal Repair Worker) in which the job vacancy occurs according to their respective seniority.

Bid awards will be posted within fourteen (14) calendar days following completion of the job vacancy posting and will remain so posted for at least seven (7) calendar days. The successful bidder will be placed on the bid job within seven (7) calendar days of the bid award.

The rate an Employee receiving a bid award or selected to fill the vacancy, in the event there are no qualified bidders and the Employer chooses to promote from within, will be determined as follows:

- a. If the bid award or selection is to a higher labor grade, such Employee will start at the first rate (Step) in the higher labor grade which is higher than his regular rate in the job from which he is promoted or transferred. Such an Employee will be eligible for his next annual step increase on the anniversary date of his bid award or selection to the higher labor grade.



- b. If the bid award or selection is within the same labor grade, such Employee will remain at the same rate (Step) in the labor grade, and will be eligible for his next step increase on his anniversary date.
  - c. If the bid award or selection is to a lower labor grade, such Employee will remain at his same rate or move to the top Step in the labor grade, whichever is the lesser. Such an Employee will be eligible for his next step increase on his anniversary date.
2. The bid job vacancy or vacancies created by a successful bid to a true vacancy will be, in turn, posted for bid on the same basis as set forth above.
3. A true vacancy is a vacancy created by a new job or a vacancy in an existing full time job classification caused by the termination or successful bid of any Employee from that job.
4. An absent Employee may bid on a posted vacancy through his Steward.
5. Nothing herein shall require the Employer to fill an unneeded job vacancy.
6. The successful bidder or selected Employee will be granted a reasonable trial period up to a maximum of thirty (30) working days. During such trial period, he will receive reasonable instruction as to the job duties, the operation of equipment, if any, and the procedures required in the performance of the job. If the successful bidder or selected Employee fails to perform satisfactorily the duties of the position to which he has bid or has been selected, the Employer may remove such Employee and return him to his former job. The trial period may be extended by mutual agreement between the Employer and Union. However, it is understood that extensions will be granted for those jobs where additional time is necessary because of the nature of the work or the peculiar circumstances involved in order to properly determining the Employee's qualifications. It is understood that a successful bid or selection to a job vacancy resulting from the successful bid or transfer of another Employee is conditioned on the successful completion of the trial period by the Employee vacating such job.
7. Probationary Employees (new hires) shall not be permitted to bid unless the Employee receives approval from the Employer.
8. Whenever a bid award is made to other than the most senior bidder, or an Employee is removed from a bid job during the trial period, the Employer shall provide the affected Employee with a written statement of the reasons therefore with a copy to the Union.

#### ***Article 8 – Temporary Transfers***

1. The Employer shall have the right to temporarily transfer Employees from job-to-job within the Bargaining Unit where deemed necessary by it and nothing in this Agreement shall be construed as a restriction on this right. Such temporary transfer shall not result in a reduction of the regular pay rate of the transferred Employee. If the temporary transfer is to a higher paid classification and extends over four (4) consecutive hours, the transferred Employee shall receive the rate of the higher classification at his step in his regular job classification. The foregoing shall not apply in training assignments or when assisting in a higher paid classification.

#### ***Article 9 – Layoff and Recall***

1. Layoff will be by job classification affected according to seniority. Notice of layoff will be given at least ten (10) calendar days in advance of the layoff. Employees being laid off may

bump the Employee with the least seniority in any other job classification provided they have the seniority to do so and are fully qualified and able to then satisfactorily perform all of the job duties of the Employee to be bumped. An Employee bumping into another job classification will be paid the regular hourly rate for the bump job classification which is nearest to his regular hourly rate in his former job classification.

2. An Employee to be recalled from a layoff shall be so notified as far in advance as is possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's records. Any Employee so called back to work who fails to report ready for work within ten (10) calendar days after receiving such notice or at the time and date indicated in the notice, whichever is the later, shall automatically lose his seniority rights. An Employee shall be considered as having received notice of recall as of the date such notice is delivered to his last known address as reflected by the Employer's records. It is the Employee's responsibility to keep the Employer informed of his current address and phone number.
3. Recall from layoff will be as follows:
  - a. A vacancy in a job classification will be filled first by recalling, according to seniority, the Employee holding the vacant job classification as their regular or home job classification. These Employees must accept such recall or lose all right of recall.
  - b. If the vacancy is not filled under (a) above, it will be offered by seniority to those Employees on layoff who are then qualified to perform the duties of the vacant job classification. These Employees have the option of refusing such recall.
  - c. If the vacancy is not filled under (a) and (b) above, the Employer may fill the job by new hire.

#### ***Article 10 – Grievance Procedure***

1. Should any Employee grievance or dispute arise over the interpretation and application of this Agreement or any Agreement made supplementary hereto, it shall be settled in accordance with the following procedure:

*Step 1:* The grievance or dispute shall first be taken up between the Employee and his immediate Non-bargaining Unit Supervisor. The Employee may request the presence of his Steward. Any matter not so taken up with such Supervisor within seven (7) calendar days of the event which is the basis of the grievance or dispute or within seven (7) calendar days of the date such Employee should have known with due diligence of such event, whichever is the later, shall be deemed waived and entitled to no further consideration. If the matter is not settled at this point, it shall be reduced to writing and submitted to the Director of Operations. Such written grievance shall set forth the facts involved and the specific Section or Sections of this Agreement which are alleged to have been violated.

*Step 2:* Within seven (7) calendar days after receipt of the written grievance, the Director of Operations shall indicate his decision, in writing, to the Employee with a copy to the Union. If the matter is not settled at this point, it shall advance to Step 3.

*Step 3:* Within seven (7) calendar days after receipt of the decision of the Director of Operations, the Union shall advise the Airport Director of its decision with regard to the answer of the Director of Operations. If necessary, a meeting will be thereafter arranged between a designated representative of the Union and the Airport Director or his designee to

discuss the grievance. The Airport Director will place his disposition on the matter within seven (7) calendar days after the close of such meeting.

*Step 4:* If the answer of the Employer is not accepted by the Union, it must so notify the Airport Director within fifteen (15) days of the receipt of the Employer's answer and request arbitration. A position statement, if not already contained in the grievance form regarding the alleged contract violation, will be provided to the Airport Director. The Union shall prepare the request for arbitration and shall submit it to the Federal Mediation and Conciliation Service (F.M.C.S.) requesting a list of five (5) arbitrators, all of whom shall be members of the National Academy of Arbitrators either from Iowa or from a state contiguous to Iowa.

The parties shall meet within ten (10) working days, after receipt of the panel from F.M.C.S., to select an arbitrator under the following procedure. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting the arbitration shall strike the first name; the other party shall strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitration hearing will be held within two (2) calendar months from the date the arbitrator is notified. The arbitrator shall be advised of the limitation placed on his authority by statute and by the Agreement and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the arbitrator shall be final and binding upon all parties to this Agreement and any Employee involved in the dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date of which the grievance first occurred.
- b. The arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any agreement made supplementary thereto.

The Union will present its case first in all grievance matters. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses involved.

2. The time sequences in the various steps of the grievance procedure are mandatory. However, extensions may be granted by mutual agreement of the Union and the Airport Director, to be promptly confirmed in writing.
3. Grievances must be taken up promptly and awards and settlements thereof shall be retroactive to the date on which the occurrence giving rise to the grievance was first presented at Step 1. If a grievance is not presented within the time limits specified, unless extended by the parties, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.
4. During the period this Agreement is in effect, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the Employees shall be called for or held during working hours which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of Airport services.
5. If it is determined an Employee has been suspended or discharged without proper cause, such Employee shall be entitled to reinstatement of seniority and payment for time lost. Provided, however, that such payment shall take into account any penalty which it is

determined would have been justified under the circumstances of the particular case and the Employee's earnings from other sources during the period of the suspension or discharge.

6. It shall be the mutual duty and responsibility of the Union representative and the Employer to make every effort to encourage Employees to settle all grievances through the established grievance procedure without any interference with the performance of the Employer's services. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.
7. No dispute concerning the job classifications and rates therefore shall be subject to a grievance or arbitration unless during the period of this Agreement the Employer materially changes the job duties of an existing job, creates a new job classification or changes the rate of pay for any existing job classification.

#### *Article 11 – Jury Duty*

The Employer shall pay all Employees serving on any jury the difference in salary between jury pay and his regular salary while in such service. If Employee is discharged from the jury before the workday ends, he must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the Employee selected for such jury duty. Employees who work the 2<sup>nd</sup> and 3<sup>rd</sup> shifts shall be transferred to the day shift for pay purposes for the tour of jury duty.

#### *Article 12 – Leaves of Absence*

1. Employees must, at the earliest possible date, notify the Airport Director of any intended leave of absence setting forth the reason for the leave of absence and the approximate length of time off desired. In appropriate cases, the Employer may require written verification for the leave.
2. *Medical Leave:* A leave of absence for medical leave will be granted by the Employer on the following basis:
  - a. The Employee must present a written statement from his/her attending physician upon becoming or upon first learning of a pending medical condition, whichever first occurs, certifying the date to which he/she may continue performing his/her regular work responsibilities without endangering his/her health. On the date certified by the attending physician, the Employee will be placed on medical leave. At that time, the Employee is to advise the Employer, in writing, as to whether he/she will return to work at the end of the medical leave. The Employer will provide appropriate forms.
  - b. Upon returning to work, the Employee shall provide the Employer with a written statement from his/her attending physician certifying that he/she is able to then return to work on a regular full-time or part-time basis. An Employee returning to work on a part-time or light-duty basis will be put to work if appropriate work is available.
  - c. An Employee placed on medical leave may apply all of his/her accrued Flex-Leave and earned comp time toward the work time lost during such leave. At the exhaustion of these benefits, except as otherwise provided above, the Employee may continue on medical leave, but without pay.

- d. Medical Leave shall run concurrently with the provisions of the Family Medical Leave Act.
- 3. *Maternity Leave:* A leave of absence for pregnancy-related temporary absences will be granted by the Employer on the same basis as any medical leave.
- 4. *Leaves for On-the-Job Injuries:* The first three (3) consecutive calendar days that an Employee injured on the job in the employment of the Employer is off work shall be on the basis of regular Flex-Leave available from the Employee's Flex-Leave balance.
- c. After said three (3)-day period, the Employee shall be entitled to further medical leave without the same being deducted from his regular Flex-Leave account for such time that the Employee is physically unable to work if it is determined that the Employee was hurt on the job.
- 5. *Special Leave:* For proper cause, the Employer may authorize special leaves of absence without pay or other benefits for periods up to six (6) months. Such leaves may be extended at the discretion of the Employer.
- 6. *Fringe Benefits During Leaves of Absence:* A regular full-time Employee on authorized leave of absence without pay may continue to carry the Employer's health and life insurance coverage during those months in which he/she receives no earned Flex-Leave benefits by making such arrangements with the Human Resources Department and paying the full cost thereof on or before the due date of each monthly premium. However, such Employee (*one on authorized leave of absence without pay*) will not accrue Flex-Leave benefits while on such leave.
- 7. *Military Leave:* Employees shall be entitled to the military leave benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the Airport Director before any salary or wage reimbursement is paid.
- 8. *Status on Return from Leave:* Employees returning from authorized leaves of absence of sixty (60) calendar days or less and Employees returning from an authorized medical sick leave within one (1) year will return to their regular jobs. Employees returning from authorized leaves of absence of more than sixty (60) calendar days will return to their regular jobs provided they have the seniority.

### ***Article 13 – Flex-Leave***

Flex-Leave is a combination of vacation leave, personal leave, sick leave and funeral leave. See Appendix A for details.

A holiday for which an Employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.

Misuse of Flex-Leave or misrepresentation in connection therewith shall constitute proper cause for discipline.

Flex-Leave benefits and regular pay will not be paid for the same hours.

A schedule for block Flex-Leave selection will be posted at the beginning of the year, and Employees may use their seniority to select until April 1. There must be an appropriate workforce on hand at all times. Flex-Leave will be scheduled by the Employer according to Airport operational requirements and the written preferences and seniority of the Employees.

#### ***Article 14 – Paid Holidays***

1. There shall be eight (8) regular paid holidays, namely: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve Day, and Christmas Day. For Terminal Maintenance Employees, the New Year holiday begins 11:00 pm on December 31 and ends 10:59 pm January 1.
2. Employees who work non-continuous shifts and who qualify for holiday pay shall be paid 8 hours of regular holiday pay for the designated holiday not worked. Such Employees scheduled to work a paid holiday will receive one and one-half (1½) times their regular hourly rate of pay for the hours worked, which shall be in addition to their 8 hours of regular holiday pay.

Employees who work continuous shifts and who qualify for holiday pay shall be paid 8 hours of regular holiday pay for the unworked holiday in the event the holiday is celebrated on the Employee's scheduled day off. Such Employees scheduled to work a paid holiday will receive one and one-half (1½) times their regular hourly rate of pay for the hours worked or equivalent compensatory time off, which shall be in addition to their 8 hours of regular holiday pay. Seniority will prevail in conflicts over priority in compensatory time off.

3. To qualify for holiday pay, the Employee must be a regular full-time or part-time Employee and have been in the employ of the Employer for not less than sixty (60) calendar days and have worked the full scheduled workday immediately preceding and following the holiday, unless excused by the Employer for good cause.
4. Time off in lieu of pay will be arranged to the mutual satisfaction of the Employee and the Airport Director or his designee.
5. For holiday pay purposes, the calendar day during which an Employee's shift commenced shall be considered the calendar day worked. A shift commencing at midnight falls within the calendar day in which the midnight occurs.
6. An Employee will not receive holiday pay while on an unpaid leave of absence.
7. A holiday which falls on Saturday will be celebrated on the preceding Friday and a holiday which falls on Sunday will be celebrated the following Monday. The day the holiday is celebrated shall be the holiday for Employees working continuous shifts.

#### ***Article 15 – Job Classification and Wage Rates***

1. By this reference, the job classifications and wage rates set forth in the attached Exhibit "A" are incorporated herein and made a part of this Agreement.

#### ***Article 16 – Longevity***

1. Longevity payments, which are not a part of base rate schedules, will be paid twice yearly on the following basis:

After five (5) years of continuous service.....	\$20.00 per month
After ten (10) years of continuous service .....	\$40.00 per month
After fifteen (15) years of continuous service.....	\$60.00 per month
After twenty (20) years of continuous service .....	\$80.00 per month
After twenty-five (25) years of continuous service .....	\$100.00 per month

### *Article 17 – Insurance*

1. The Employer will continue to make its group medical, hospital, life, AD&D, DXL, Dental Plan and Disability Insurance programs available to Employees. The Employer shall pay the full premium for both the Employee and his/her dependents except Employees will contribute Twenty-Five Dollars (\$25.00) per month towards the single premium and Forty-Five Dollars (\$45.00) per month towards the family premium. The Employer will pay the full single premium for the Dental Plan and the family coverage will be available to Employees at the Employee's cost.

Program	Plan	Employee Contribution
Health Insurance	Single	\$25.00
	Family	\$45.00
Dental Insurance	Single	\$0.00

2. The Employer will pay one-half (½) of the aforementioned rates for new Employees during their first five (5) months of eligibility for healthcare.
3. Effective January 1, 2006, the out of pocket maximum will be \$750.00 per calendar year for both single and family health insurance plans.
4. Effective January 1, 2007:
  - a. The member deductible for single plan coverage is one hundred fifty dollars (\$150) and the maximum out-of-pocket expenses are seven hundred fifty dollars (\$750). The member deductible for family plan coverage is three hundred dollars (\$300) and the maximum out-of-pocket expense is one thousand dollars (\$1,000). Prescription drugs have a separate deductible and maximum out-of-pocket, and are not included above.
  - b. The City will furnish to all members a three (3) tier prescription drug card with two hundred dollars (\$200.00) single deductible, four hundred dollars (\$400) family deductible, and five hundred dollars (\$500) out-of-pocket maximum separate from other medical expenses. Tier 1 (Generic): 10% Co-insurance, Tier 2 (Formulary Brand): 25% Co-insurance, or Tier 3 (Non-formulary Brand): 40% Co-insurance. Lifestyle specialty drugs will not be covered.
  - c. The City will offer a Health Risk Assessment process. This is a voluntary program and no employee records from this assessment shall be available to the Employer other than that the employee completed the assessment. Any employee who completes a Health Risk Assessment will receive one month of health insurance coverage at no premium cost.

### *Article 18 – Check-off*

1. Upon receipt of such authorization, as may be required by law, the Employer agrees to deduct Union dues, initiation fees and Credit Union payments from the pay of Employees who are Union members covered by this Agreement and to remit same to the Union. Such deductions shall not be made more often than once per month.
2. The Union, its successors and assigns, shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages or judgments made or issued against the Employer as a result of any actions taken by the Employer at the request of the

Union or in reliance on individually authorized deduction forms furnished to the Employer by the Union.

#### ***Article 19 – Americans with Disabilities (ADA)***

The Commission is permitted to take any reasonable action necessary to comply with the Americans with Disabilities Act. It is agreed, however, that before any change is made, the Commission will meet and discuss the matter with the Union.

#### ***Article 20 – Bulletin Board***

1. The Employer will maintain a bulletin board at such location as it may determine with due consideration being given to the convenience of the Employees. The Union shall have the use of same at all times to post notices of meetings, notices of interest to Employees pertaining to Airport activities and for other appropriate purposes, providing that said bulletin board shall not be used for political purposes, or for any misstatements or for any purpose that will be in any way injurious to the Employer and/or its Employees. Notices in violation of the foregoing may be removed by the Employer.
2. There shall be no other general distribution of posters or pamphlets, advertising or political matters, or literature, on the Employer's premises. Such acts shall constitute proper cause for discipline.

#### ***Article 21 – Complete Agreement***

1. The Union and the Employer acknowledge the understandings and agreements arrived at between them after negotiations are set forth in this Agreement. Therefore, the Employer and Union, for the duration of this Agreement and any extensions thereof, each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
2. This Article is not intended to prohibit discussion between the Employer and Employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

#### ***Article 22 – Separability and Savings***

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.



**Article 23 – Term**

This Agreement shall be binding upon the parties hereto from July 1, 2006, through June 30, 2007, and shall continue in full force and effect for the periods of one (1) year thereafter, the same as though extended for such yearly periods in writing, unless on or before the August 15 preceding the expiration date of the Agreement, or any automatic extension thereof, notice is given, in writing, by either party of a desire to effect a cancellation or modification of the Agreement.


Executed this 30th day of June, 2006.

**Chauffeurs, Teamsters and Helpers**


**Local Union No. 238**

**Affiliated with International  
Brotherhood of Teamsters**

By:




Title:

 Sec Treasurer

**Cedar Rapids  
Airport Commission**

By:



Title:

Tim Kintner, Chair

**Exhibit A – Job Classification & Hourly Wage Rates (July 2006)**

**Effective First Pay Day July 2006**

Positions	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Terminal Worker I	14	\$12.31	\$13.34	\$14.35	\$15.36	\$16.41
Terminal Worker II	20	\$13.56	\$15.06	\$16.57	\$17.41	\$17.87
Field Maintenance Worker I Groundskeeper I Terminal Repair Worker I	20 A	\$13.63	\$15.14	\$16.63	\$17.46	\$17.92
Terminal Worker III	24	\$14.41	\$15.92	\$17.47	\$18.34	\$18.87
Field Maintenance Worker II Groundskeeper II Terminal Repair Worker II	24 A	\$14.47	\$15.98	\$17.52	\$18.43	\$18.95
Field Maintenance Worker III Terminal Repair Worker III	28 A	\$15.35	\$16.90	\$18.53	\$19.46	\$20.04
Electrician	30	\$18.78	\$19.87	\$20.97	\$22.06	\$23.19

**Step Moves**

Employees hired prior to July 31, 1985, will hold Step 1 and 2 for six (6) months each and; thereafter, make step advancements on the anniversary of their hire dates.

Employees hired after July 30, 1985, will hold Step 1 for six (6) months; and; thereafter, make step advancements on a twelve (12) month basis.

Written explanations will be provided to Employees who are denied a step increase. For purposes of step increases, the anniversary date for an Employee who has been promoted to a higher paying classification shall be the date of such promotion.

**Compensation**

Wage Increase: 3.25% Rates are effective the first payday of July 2006.

Shift Differential 2<sup>nd</sup> Shift \$0.30 per hour  
3<sup>rd</sup> Shift \$0.35 per hour

These will be given to Employees who are working on their regular work schedules.

*Letter of Understanding*

Effective July 1, 2005  
between  
Cedar Rapids Airport Commission  
and  
Chauffeurs, Teamsters and Helpers Local Union No. 238



*Uniform Allowance*

1. The Employer will continue to provide and maintain uniforms including safety work shoes.

*Safety Equipment*

The Employer will provide specialized personal safety equipment it deems appropriate for certain duties. Any such equipment issued will be the responsibility of the individual Employee. Equipment lost, stolen or broken will be replaced at the Employee's expense, normal wear and tear excepted. Safety equipment is expected to be used when required.

Chauffeurs, Teamsters and Helpers  
Local Union No. 238  
Affiliated with International  
Brotherhood of Teamsters

By:   
Title: 

Cedar Rapids  
Airport Commission

By:   
Title: Tim Kintner, Chair

## *Appendix A – Flex-Leave Policy*

Airport Maintenance  
Teamsters Local #238  
December 1, 1996

### **BACKGROUND**

All paid leave will be included in one (1) policy that will allow greater flexibility for Employees and easier administration for the management staff. With a few exceptions, Employees will manage their own paid leave. The policy will include two (2) leave accounts: 1) Flex-Leave Account; and, 2) Long-term Illness/Injury Account. The Long-term Illness/Injury account is a correlation to the Long-term Disability Insurance waiting period of ninety (90) calendar days, or five hundred and twenty (520) regular scheduled work hours.

### **EXCEPTIONS**

The Flex-Leave program does not include regularly scheduled holidays.

### **POLICY**

It is the policy of the Cedar Rapids Airport Commission to provide a Flex-Leave program that will include all paid leave except as listed below.

### **EXCLUSIONS**

This policy **does not** include nor does it apply to: 1) compensatory time; 2) pay for work performed on a holiday; 3) regularly scheduled holiday (*i.e.: Christmas, New Year's Day, Thanksgiving, etc.*); 4) workers compensation; 5) jury duty; or, 6) military leave.

### **SCOPE**

This policy is applicable to all members of the Teamster Bargaining Unit of the Cedar Rapids Airport Commission.

### **EXCEPTIONS**

Any Employee on an unpaid leave of absence in excess of thirty (30) days will not accrue Flex-Leave or Illness/Injury leave. Accrual will apply to the first thirty (30) days only.

### **DEFINITIONS**

1. ANNIVERSARY DATE: Employee's last date of hire as a regular Employee with the Commission.
2. FLEX-LEAVE ACCOUNT: Current accumulations of paid leave.
3. LONG-TERM ILLNESS/INJURY ACCOUNT: Accumulated paid leave ACCESSED ONLY as a result of illness/injury after forty (40) consecutive hours (pro-rated for part-time Employees) of Flex-Leave for medical purposes. Employees on a concentrated medical treatment program (*i.e.: chemotherapy regimen, etc.*) may be eligible to access for the time spent in treatment without meeting the forty (40) consecutive hour requirement.
4. SCHEDULED LEAVE: This paid leave requires notification by the Employee and approval received from the Airport Director or designee no later than the end of the Employee's previous workday or what would have been the end of the previous workday had the

Employee been scheduled to work. Approval of scheduled leave by the Airport Director or designee is subject to the operational needs of the department. A waiver of such notification includes if an Employee must leave work due to illness or other emergency situation. Employees with a diagnosed, chronic illness that is certified by the attending physician in advance may be granted, at the discretion of the Airport Director, additional scheduled leave. Such Employee will be required to cooperate fully in order to qualify.

5. **UNSCHEDULED LEAVE:** This paid/unpaid leave requires that notification must be provided to the Airport Director or designee prior to the Employee's workday. Approval of unscheduled leave is subject to operational requirements of the department.

### ***SPECIFIC PROVISIONS***

1. Employees will have two (2) paid leave accounts:
  - a. Flex-Leave Account
  - b. Long-term Illness/Injury Account
2. Employees will accumulate paid leave in their Flex-Leave Account on a monthly basis, the first pay day of the month, according to the following schedule (part-time accrue on a pro-rata basis):

#### Non-Continuous Shifts – Chauffeurs, Teamsters & Helpers Local Union No. 238

Completion of 1 month through 12 months of service .....	11.4 hours monthly
Completion of 13 months through 72 months of service .....	14.8 hours monthly
Completion of 73 months through 132 months of service .....	18.1 hours monthly
Completion of 133 months through 192 months of service .....	21.4 hours monthly
Completion of 193 months of service for Employees employed on 01/01/98 .....	24.8 hours monthly

#### Continuous Shifts – Chauffeurs, Teamsters & Helpers Local Union No. 238

Completion of 1 month through 12 months of service .....	11.8 hours monthly
Completion of 13 months through 72 months of service .....	15.2 hours monthly
Completion of 73 months through 132 months of service .....	18.5 hours monthly
Completion of 133 months through 192 months of service .....	21.8 hours monthly
Completion of 193 months of service for Employees employed on 01/01/98 .....	25.2 hours monthly

Sick leave account balances on December 1, 1996, will be deposited in the Employee's Long-term Illness/Injury Account. Employees will accrue six (6) days annually into the Long-term Illness/Injury Account as spelled out below:

- a. Employees who have more five hundred twenty (520) hours on December 1, 1996, will continue to accrue the six (6) additional days only until the Illness/Injury Account reaches 520 hours.
- b. Employees who have less than five hundred twenty (520) hours on December 1, 1996, will continue to accrue the six (6) additional days only until the Illness/Injury Account reaches five hundred twenty (520) hours. If the Long-term Illness/Injury Account drops to five hundred (500) hours, the Employee will begin accruing four (4) hours per month until the account is again at five hundred twenty (520) hours.
- c. New hires will accrue six (6) days annually in the Illness/Injury Account until they reach five hundred twenty (520) hours.

3. Employees may utilize the Flex-Leave Account either as scheduled or unscheduled leave.
  - a. Scheduled leave will be deducted from either the Flex-Leave Account or the Long-term Illness/Injury Account, whichever is applicable.
  - b. Unscheduled leave will be deducted from the Flex-Leave Account only. Employees who have used unscheduled leave five (5) times up to forty (40) hours in a calendar year (pro-rated for part-time Employees) will be required to take additional unscheduled leave during the calendar year without pay except for those situations spelled out under the definitions section of this policy.
4. Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of forty (40) consecutive hours (*pro-rated for part-time employees*) may use any accumulated paid leave from the Long-term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The Employee must provide the Employer with a statement from his/her attending physician certifying the Employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
5. Employees with an unused accumulated balance in the Flex-Leave Account on the Employee's anniversary date will be allowed to carry the balance into the next year or exercise the option outlined in Paragraph 6. Employees are allowed a maximum accumulation of twelve (12) times their monthly accrual rate in effect on the Employee's anniversary date in the Flex-Leave Account.

Employees who terminate employment with the Commission will receive payment for the balance in the Flex-Leave Account accrued through the Employee's last day of employment.
6. Employees who have an accumulated balance of Flex-Leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
  - a. Carry part or all of the balance into the next year;
  - b. Convert up to forty-eight (48) hours (pro-rated for part-time Employees) to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above five hundred twenty (520) hours, or the applicable part-time requirement; and
  - c. Transfer hours to the Long-term Illness/Injury Account.
7. Employees who have Flex-Leave Accounts in excess of maximum allowed (See Paragraph 5) are required to exercise one of the following applicable options:
  - a. If the Long-term Illness/Injury Account is less than five hundred twenty (520) hours, the Employee must transfer the excess amount to the Long-term Illness/Injury Account until five hundred twenty (520) hours (pro-rated for part-time employees) is accumulated.
  - b. If the Long-term Illness/Injury Account is already at five hundred twenty (520) hours, the Employee has the option of transferring all or a portion of such excess hours in the Flex-Leave Account to the Long-term Illness/Injury Account and/or converting up to forty-eight (48) hours (pro-rated for part-time Employees) to cash at their regular rate on their anniversary date.
8. Employees may donate Flex-Leave Account hours to another Employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.

*Letter of Understanding*

Effective July 1, 2005  
between  
Cedar Rapids Airport Commission  
and  
Chauffeurs, Teamsters and Helpers Local Union No. 238

*Tuition Assistance*

The Commission agrees to consider requests from full-time Employees for tuition assistance for training courses and programs that directly affect the Employee's ability to perform his/her work.

Chauffeurs, Teamsters and Helpers  
Local Union No. 238

Affiliated with International  
Brotherhood of Teamsters

By: *Dan Culham*

Title: *Sec. Treasurer*

Cedar Rapids  
Airport Commission

By: *Tim Kintner*

Title: Tim Kintner, Chair